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LABOUR & EMPLOYMENT DEPARTMENT

NOTIFICATION

The 20th January 2005

No. 702-li/1(BH)-42/2000-L. E.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Award, dated the 4th November 2004 in Industrial Dispute Case No. 139/2000 of the Presiding Officer, Labour Court, Bhubaneswar to whom the industrial disputes between the Management of M/s. Naya Bharat Alloys Ltd., (Ferro Alloys Plant, Orissa) Near Meramunduli Railway Station, Dhenkanal and its Workman Shri Dharmendra Nath Mishra was referred for adjudication is hereby published as in the Schedule below :

SCHEDULE
IN THE LABOUR COURT, BHUBANESWAR
INDUSTRIAL DISPUTE CASE No. 139 OF 2000
Dated the 4th November 2004

Present :

Shri P. K. Sahoo, o.s.j.s. (Jr. Branch)
Presiding Officer, Labour Court
Bhubaneswar.

Between :

The Management of . . . First Party—Management
M/s. Naya Bharat Alloys Ltd.
(Ferro Alloys Plant, Orissa)
Near Meramunduli Railway Station
Dhenkanal-759121.

And

Shri Dharmendra Nath Mishra, Assistant (Purchase) . . . Second Party—Workman
S/o. Mrudayanath Mishra
At Baniabahal, P.O. Mullursingh, Dist. Angul.

Appearances :

For the First Party—Management . . . 1. Shri R. K. Patnaik, Manager P. & A.
2. Shri M. R. Mohapatra,
Personnel Officer.

For the Second Party—Workman himself . . . Shri Dharmendra Nath Mishra

AWARD

The Government of Orissa in the Labour & Employment Department in exercise of powers conferred upon them by sub-section (5) of Section 12, read with clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their order No. 14004—li-1(BH)-42/1999-L.E., dated the 14th November 2000.

“Whether the action of M/s. Naya Bharat Ferro Alloys Ltd. in terminating the services of Shri Dharmendra Nath Mishra, Assistant (Purchase) vide its order No.1853 -P. & A.-1999-2000, dated the 9th September 1999 with effect from the 9th September 1999 is legal and/or justified ? If not, to what relief Shri Mishra is entitled ?”

Both the parties are present and filed a joint petition for compromise drawn up in Form ‘K’ along with seven copies. Heard both the sides on the matter of compromise at length. Perused carefully the petition for compromise filed by the management and the workman. Being asked both the parties have admitted to have compromised the present case as per the terms of settlement drawn up in Form ‘K’. The workman has also admitted to have received a sum of Rs. 3,40,000 (Rupees Three Lakhs forty thousand) only from the management towards full and final settlement of all his legal dues with regard to his termination of service. The workman also further stated that, he will neither claim of his reinstatement in service in future nor any other financial claim against the management in any manner whatsoever. Both the parties have also agreed to drop the present Industrial Dispute Case No. 139/2000 as per the terms of settlement already reflected in Form ‘K’. Since both the parties have amicably settled their dispute, I feel inclined to allow the petition for compromise filed by both the parties jointly. In that view of the matter the petition for compromise is allowed and therefore, accepted. Accordingly an award is passed in terms of the settlement, which do form part of the award.

Dictated and corrected by me.

P. K. SAHOO
4-11-2004
Presiding Officer
Labour Court
Bhubaneswar

P. K. SAHOO
4-11-2004
Presiding Officer
Labour Court
Bhubaneswar

By order of the Governor
D. MISHRA
Under-Secretary to Government

FORM 'K'
(See Rule 64)

Memorandum of Settlement dated the 4th November 2004 Between the Management of M/s. Nava Bharat Ferro Alloys Limited, Kharagprasad and its ex-workman Shri Dharmendra Nath Mishra.

Representing Management

1. R. K. Patnaik, Manager, P. & A.
2. M. R. Mohapatra, Personnel Officer

Representing Workman

1. Dharmendra Nath Mishra

Made part of the Award

P. K. SAHOO

4-11-2004

Presiding Officer

Labour Court

Bhubaneswar.

SHORT RECITAL OF THE CASE

Whereas, Shri Dharmendra Nath Mishra in short, the 'Workman' was appointed as "Assistant Purchase" and his services was terminated with effect from the 9th September 1999 by the Management of Nava Bharat Ferro Alloys Limited, in short the 'Management'.

Being aggrieved by the said order of termination the Workman raised an Industrial Dispute before the District Labour Officer, Dhenkanal. Conciliation being failed the said Industrial Dispute was referred for adjudication by the Government of Orissa to the Labour Court, Bhubaneswar in following terms :

"Whether the action of the Management of Nava Bharat Ferro Alloys Ltd., in terminating the services of Shri Dharmendra Nath Mishra, Assistant (Purchase) vide its order No. 1853—P. & A.-1999/2000, dated the 9th September 1999 with effect from the 9th September 1999 is legal and/or justified ? if not, to what relief Shri Mishra is entitled?"

The said reference has been registered as Industrial Dispute Case No. 139 of 2000 in the file of the learned Labour Court, Orissa, Bhubaneswar.

During pendency of the aforesaid Industrial Dispute on the approach made by the workman, the parties to the said dispute agreed to settle the said dispute on the following terms for the interest of Industrial peace and harmony.

Without prejudice to the stand of the management that the opposite party is not a workman, as the matter is pending before the learned Labour Court, Orissa, Bhubaneswar being referred under the provisions of Industrial Dispute Act, the management is entering into this settlement in Form 'K' as prescribed under the Industrial Dispute Act, 1947.

TERMS OF THE SETTLEMENT

1. That it has been agreed by and between the parties that the management will pay an amount of Rs. 3,40,000 (Rupees Three Lakhs Forty Thousand only) to the workman towards full and final settlement of the dispute between the parties in lieu of his reinstatement in service which is connected with regard to his employment, non-employment and service conditions.

2. That the said lump sum payment will be made in form of a demand draft and would be handed over to the workman before the learned Labour Court on obtaining due receipt of such payment from the workman.

3. That the workman has accepted the above terms on his own volition, without any coercion and undue influence.

4. That the workman agrees that he shall have no subsisting or any future claim against the Management in connection with his services and Industrial Dispute Case No. 139 of 2000 after receipts of the agreed amount in terms of the present settlement.

5. That with this settlement all disputes between the parties are settled and no dispute remains either at present or in future between the parties.

6. That both the parties will approach and file a joint petition along with a copy of this Settlement before the learned Labour Court, Orissa, Bhubaneswar in Industrial Dispute Case No. 139 of 2000 praying therein to pass an award in terms of this Settlement.

Management

Workman

1. Ranjit Kumar Patnaik

1. Dharmendra Nath Mishra

2. Manasranjan Mohapatra

Witnesses

1. [ILLEGIBLE]

2. Subhasish Das